

to an impairment of the obligation of his contract, a contention which he in effect urged upon the oral argument.

The case, therefore, falls under the ruling in *St. Paul Gas Light Co. v. St. Paul*, 181 U. S. 142, and subsequent cases.

In *Dawson v. Columbia Trust Company*, 197 U. S. 178, 181, it was said that the mere fact that a city is a municipal corporation does not give to its refusal to perform a contract the character of a law impairing its obligation or depriving of property without due process of law. *St. Paul Gas Light Co. v. St. Paul*, *supra*, was adduced.

In *Shawnee Sewerage & Drainage Co. v. Stearns*, 220 U. S. 462, 471, it was said: "The breach of a contract is neither a confiscation of property nor a taking of property without due process of law."

It follows that the bill presents a case of diversity of citizenship only and the decree of the Circuit Court of Appeals was final.

We may observe that that court and the District Court decided that there were no contracts consummated by complainant with the city.

Appeal dismissed.

AMERICAN SEEDING MACHINE COMPANY v. COMMONWEALTH OF KENTUCKY.

ERROR TO THE COURT OF APPEALS OF THE STATE OF
KENTUCKY.

No. 175. Argued March 5, 1915.—Decided March 15, 1915.

International Harvester Co. v. Kentucky, 234 U. S. 216, followed to effect that §§ 3915 and 3941, of the Kentucky Anti-Trust Statutes, are invalid under the due process provision of the Fourteenth

236 U. S.

Opinion of the Court.

Amendment because, as construed by the Court of Appeals of that State, they offer no standard of conduct that it is possible to know. 152 Kentucky, 589, reversed.

THE facts, which involve the constitutionality under the Fourteenth Amendment of certain provisions of the Anti-trust Act of the State of Kentucky, are stated in the opinion.

Mr. J. E. Bowman, with whom *Mr. Alexander Pope Humphrey* was on the brief, for plaintiff in error.

There was no appearance or brief filed for defendant in error.

Memorandum opinion by MR. JUSTICE MCKENNA, by direction of the court.

Plaintiff in error was convicted in the Circuit Court of Barren County, Kentucky, and fined for alleged violation of §§ 3915 and 3941 of the Kentucky laws commonly known as the Kentucky Anti-trust Statutes, and prosecutes this writ to review the judgment.

The grounds of error assigned are: (1) That the statutes in question are in conflict with the Fourteenth Amendment to the Constitution of the United States; (2) That the particular transactions involved were transactions of interstate commerce and protected from state regulation by the Commerce Clause of the Constitution of the United States.

These grounds were presented to the lower court first by demurrer, which was overruled, and, after answer and trial to a jury, by a request for peremptory instructions for defendant.

The sections of the laws of Kentucky referred to were declared to be invalid by this court under the Fourteenth Amendment because they, as construed by the Court of

Appeals of the State, offered no standard of conduct that it is possible to know. *International Harvester Co. v. Kentucky*, 234 U. S. 216. Therefore, the judgment of conviction against plaintiff in error must be reversed.

It is not necessary to pass on any other question.

Judgment reversed.

A. J. PHILLIPS COMPANY *v.* GRAND TRUNK
WESTERN RAILWAY CO.

ERROR TO THE CIRCUIT COURT OF APPEALS FOR THE SIXTH
CIRCUIT.

No. 124. Argued January 15, 1915.—Decided March 15, 1915.

A finding by the Interstate Commerce Commission in a general investigation that an advance in a rate on a specified commodity between specified points is unreasonable inures to the benefit of every shipper who has paid the unjust rate, provided however, that he asserts his claim against the carrier within the time fixed by law.

A shipper who paid charges prior to the passage of the Hepburn Act and did not commence proceedings until more than one year after the passage of that act cannot recover on the strength of a finding of the Interstate Commerce Commission made in a general proceeding to which he was not a party that the rate paid was unreasonable.

The Conformity Act (Rev. Stat. 914) does not apply to a state rule of practice prohibiting taking advantage of the statute of limitations by general demurrer to a cause arising under a Federal statute expressly limiting the time within which the right created by the statute can be asserted—in which case the lapse of time not only bars the remedy but destroys the liability.

The prohibitions of the Interstate Commerce Act against unjust discriminations relate not only to inequality of facilities but also to giving preferences by means of consent judgments or waivers of defenses open to the carrier.

Quere, whether connecting carriers participating in a haul, the advanced